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knowledge of his danger, those in charge of the train must make every effort, consistent with the safety of the passengers, to stop it. *Hines, Director General v. Angle* (1920, C. C. A. 5th) 264 Fed. 497. The majority doctrine is based upon the broad principle that since the track is the exclusive property of the railroad, it may expect it to be clear and *presume* that no one will trespass on it. But this presumption is usually a fiction inconsistent with the known facts and the minority doctrine adopted by the principal case seems more reasonable and more just.

TORTS—UNIONS—EXPULSION OF MEMBER WITHOUT NOTICE, CONTRARY TO NATURAL JUSTICE.—When the plaintiff's report as treasurer of a local branch of the union showed irregularities which were violations of a by-law, the executive committee passed a resolution removing him from office and making him ineligible to hold any other office for five years. This occurred without notice to him and without giving him an opportunity to defend. The plaintiff asked for an injunction to restrain the enforcement of this resolution. *Held*, that he was entitled to relief, since such action was contrary to natural justice. *Burn v. National Amalgamated Labourers' Union* [1920] 2 Ch. 364.

The principles involved in the action of the executive committee are the same as if it had expelled the plaintiff without notice and an opportunity to be heard. In cases of this character the court has no jurisdiction unless property rights are involved, although it may justify the plaintiff and then deny jurisdiction. Pound, *Equitable Relief against Defamation and Injuries to Personality* (1917) 29 HARV. L. REV. 679. Granting jurisdiction, the court will not interfere where notice and an opportunity to be heard have been given. *Byram v. Sovereign Camp* (1899) 108 Iowa, 430, 79 N. W. 144. Where the expelled member has not had a chance to defend himself, the court will generally interfere in his behalf. *State v. Seattle Baseball Association* (1910) 61 Wash. 79, 111 Pac. 1055. Two theories have been advanced. The English view is that the expulsion is contrary to natural justice. *Parr v. Lancashire & Cheshire Miners' Federation* [1913] 1 Ch. 366. Many American cases have adopted the English view, one case translating the wording into "fair play". *William v. Randolph* (1905) 48 Misc. 96, 96 N. Y. Supp. 644. Other cases have stressed a contractual relation between the association and the member, the terms depending upon the by-laws, which govern their relations. See *Krause v. Sander* (1910) 66 Misc. 601, 602, 122 N. Y. Supp. 54, 56. Where the by-laws provide for notice and an opportunity to be heard, it would seem to make no difference along which line the case is decided, and many cases have combined the two. *Universal Lodge No. 14, F. and A. M. v. Valentine* (1919) 134 Md. 505, 107 Atl. 531. Where the by-laws are vague as to the necessity of a hearing, it is not entirely contrary to the contract theory to imply such a provision, and most cases do so. *Richards v. Morison* (1918) 229 Mass. 458, 118 N. E. 868. Only two cases have been found which carry the contract theory to its more logical conclusion and allow the parties to deal with each other strictly in accordance with the by-laws. *Manning v. San Antonio Club* (1885) 63 Tex. 166; *Levy v. Magnolia Lodge No. 29 I. O. O. F.* (1895) 110 Calif. 297, 42 Pac. 887. But opposed to this view one case has said that a by-law which specifically made notice unnecessary would be bad. See *Ludowski v. Benevolent Society* (1888) 89 Mo. App. 337, 339. It would seem that on joining an association, the new member, as a practical matter, does not know the provisions of the by-laws, nor does he generally have an opportunity to know them before he is admitted. Therefore expulsion should not be governed by the terms of the contract, but rather by laws of natural justice, and it would seem that the instant case, in basing its decision on this ground, supports the better view.

TRUSTS—RIGHTS OF CREDITORS OF CESTUI—EFFECT OF STATUTE.—Mrs. B by her will bequeathed securities valued at \$25,000 to a trust company, in trust to pay